

#35722

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ALCOHOLIC BEVERAGE  
CONTROL DIVISION

**AGREEMENT BETWEEN  
STEVEN MAVIGLIO  
PROTESTANT and  
TESSEMA ABENET  
t/a ENTETSH MARKET DELI**

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STEVEN MAVIGLIO of 1461 Swann Street, Washington, D.C., (the PROTESTANT) having protested the pending application by TESSEMA ABENET t/a Entetsh Market Deli (hereafter referred to as THE MARKET at the store located at 1833 14th Street Northwest, Washington, D.C.) for a Class B alcoholic beverage license agree this 16th day of July 1998 as follows:

Whereas, the PROTESTANT is an individual residing in the immediate vicinity of the MARKET who seeks to enhance the security, attractiveness, and well-being of the neighborhood, its residents, commercial establishments, and merchants and seeks to accomplish these objectives by cooperative efforts:

Whereas, the MARKET is one of several commercial establishments operating within this commercial-zoned district located on 14th Street N.W.;

Whereas, PROTESTANT understands that THE MARKET seeks to operate a successful operation in cooperation with the residents and owners of other business in the neighborhood, and share with the PROTESTANT the objectives stated above;

Whereas, the PROTESTANT having entered into this AGREEMENT to seek a mutually beneficial resolution of certain concerns shared by the PROTESTANT and THE MARKET, both acknowledge that because of the location within a diverse economic and cultural section of the city an effort by the residents and business establishments is necessary to improve the quality of life of the residents and economic opportunity for merchants;

Whereas, given the desire and the understanding that the MARKET wishes to work with the PROTESTANT and become a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of an alcoholic beverage establishment near a residential neighborhood; and

Whereas the PROTESTANT seeks to encourage the economic regrowth of the neighborhood and wishes to assist in improving the economic opportunity of those merchants willing to work with the PROTESTANT in improving the quality of life and ensuring the safety of residents of the neighborhood.

Now, therefore, the parties agree to resolve their differences in a reasonable and prudent manner and agree to the following:

1. THE MARKET will maintain the exterior areas adjacent to the store clean and free of litter and shall regularly inspect the public areas immediately adjacent thereto for the purpose of removing alcoholic and other beverage-related litter, without regard to the fact that the same may not have been purchased at the store and shall cause such area to be free of litter at the opening and closing of its store and is reasonable and practical for an alcohol beverage business establishment.
2. THE MARKET shall maintain at least one permanent garbage container similar to other containers maintained by the District of Columbia Department of Public Works directly in the front exterior (14th Street) area of its store. It shall also maintain a garbage receptacle in the rear of its store in a clean and orderly fashion.
3. THE MARKET shall not sell beer or malt liquor by the individual can or bottle.
4. THE MARKET shall make its best efforts to refuse to sell alcoholic beverages to persons who congregate or engage in boisterous conduct in or around its store.
5. THE MARKET shall post a sign in a conspicuous location stating its policy of not selling alcoholic beverages to minors and it will post the age requirements.

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6. THE MARKET may post one generic sign indicating the sale of beer and wine on the exterior of the store. It shall not post or display any signs, banners, promotional, or advertising material promoting the sale of a specific brand beer or wine that can be viewed from the exterior of the store.

7. The parties agree to maintain an open dialogue to address mutual concerns and provide remedial actions whenever necessary. If any of the parties believes in good faith that any signatory has failed to comply with any provision of this agreement, that party shall notify the other in writing of that belief, and provided that the parties notified makes a good faith effort to address such alleged non-compliance within thirty (30) days, the other party will not file any claim of an alleged breach of this agreement with the Alcoholic Beverage Control Board.

8. THE MARKET agrees to comply with the laws, regulations, and rules of the District of Columbia, and specifically those related to the sale of alcoholic beverages.

9. This agreement shall take effect immediately, upon which PROTESTANT withdraws his protest of the awarding of the Class B liquor license, and shall be binding through the renewal period in 1999 and thereafter unless PROTESTANT objects.

Date:

By:

TESSEMA ABENET  
EBTETSH MARKET DELI

FOR THE PROTESTANT

Date:

By:

7/17/98  
  
STEVEN MAVIGLIO

981009001

October 5, 1998

Chief Investigator Lyons  
Alcohol Beverage Control Board  
614 H Street N.W.  
Washington DC 20001

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Dear Investigator Lyons:

In late August, on behalf of several neighborhood associations, I entered into a voluntary agreement with Mr. Tessema Abenet t/a Entetsh Market Deli, now called "Swan Market," located at 1833 14<sup>th</sup> Street N.W. The agreement (enclosed), which was approved by the ABC, calls for several actions by the Market in order for it to receive its license. Upon visiting the store this week, several neighbors noticed that the store is violating many provisions of the agreement. We would like you to investigate this so the agreement can be enforced.

Specifically:

1. **The store is selling single containers of Budweiser and other beers.** There are signs in the store indicating the store does not sell malt liquor in single containers, but the agreement clearly states neither "beer or malt liquor by the individual can or bottle" can be sold. (See #3 of the agreement).
2. **There is no garbage container in front of the store, as specified in the agreement.** (See #2 of the agreement).
3. **There are numerous advertisements promoting the sale of beer and wine that are specifically prohibited in the agreement,** including at least three brand-specific signs in the window, a promotional balloon promoting the sale of malt liquor, and three signs on the exterior stating "Beer and Wine." The agreement specifically allows only "one generic sign indicating the sale of beer or wine on the exterior of the store. (The store) shall not post or display any signs, banners, promotional, or advertising materials promoting the sale of a specific brand beer or wine that can be viewed from the exterior of the store."

Please note that this is *not* a formal complaint, but rather a request that you enforce the provisions of the agreement. **In fact, we respectfully request that you do not use my name or that of the neighborhood groups when investigating,** as we are trying to deal with these problems in good faith with the owner which might be breached if you or one of your investigators says that we have instigated any investigation by you.

I would be pleased to answer any questions you might have, and look forward to hearing from you after your investigation. Thank you.



Steven Maviglio  
1461 Swann Street N.W.  
Washington DC 20009  
202-387-8945

Enclosure: Copy of voluntary agreement